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7 United States of America

8 **UNITED STATES DISTRICT COURT**  
9 **SOUTHERN DISTRICT OF CALIFORNIA**

10 UNITED STATES OF AMERICA,

11 Plaintiff,

12 v.

13 \$269,952.56 FROM WELLS FARGO  
BANK ACCOUNT NUMBER ##0293;

14 \$536,422.59 FROM WELLS FARGO  
15 BANK ACCOUNT NUMBER ##0285;

16 REAL PROPERTY LOCATED AT 5043  
BLUFF, PL, EL CAJON, CA 92020;

17 Defendants.  
18

Case No. '19CV2171 BEN MDD

**COMPLAINT FOR FORFEITURE**

19 By way of complaint against the Defendants, \$269,952.56 seized from Wells Fargo  
20 Bank account number ending in ##0293; \$536,422.59 seized from Wells Fargo Bank  
21 account number ending in ##0285; and Real Property located at 5043 Bluff Place, El Cajon,  
22 California 92020, Plaintiff, UNITED STATES OF AMERICA alleges:

23 **I. NATURE OF THE ACTION**

24 1. This is a civil action in *rem* brought against the Defendants to enforce the  
25 provisions of Title 18, United States Code, Section 981(a)(1)(C), because the Defendants  
26 are subject to forfeiture as any property, real or personal, which constitutes or are derived,  
27 from proceeds traceable to violations of Title 18, United States Code, Section 1349  
28 (Conspiracy to Commit Wire/Mail Fraud and Health Care Fraud); and Title 18,

1 United States Code, Section 1347 (Health Care Fraud); and Title 42, United States Code,  
2 Section 1320-7b(b)(2)(A) (Anti-Kickback Statute); and Title 18, United States Code,  
3 Section 1956 (Laundering Monetary Instruments); and Title 18, United States Code,  
4 Section 1957 (Transacting in Criminal Proceeds); or any violation of any offense  
5 constituting a “specified unlawful activity” as defined in Title 18, United States Code,  
6 Section 1956(c)(7), or a conspiracy to commit such offense.

7 2. The Defendants are also subject to forfeiture under Title 18, United States  
8 Code, Section 981(a)(1)(A) as any property, real or personal, involved in a transaction or  
9 attempted transaction in violation of Title 18, United States Code, Section 1956, or  
10 Title 18, United States Code, Section 1957.

11 3. Title 18, United States Code, Section 981(a)(2)(A) defines “proceeds” for  
12 cases involving illegal goods, illegal services, unlawful activities, and telemarketing and  
13 health care fraud schemes, as “property of any kind obtained directly or indirectly, as the  
14 result of the commission of the offense giving rise to forfeiture, and any property traceable  
15 thereto, and is not limited to the net gain or profit limited realized from the offense.”

## 16 **II. JURISDICTION AND VENUE**

17 4. This Court has original jurisdiction of this civil action under Title 28,  
18 United States Code, Section 1345 because it has been commenced by the United States,  
19 and under Title 28, United States Code, Section 1355(a), because it is an action for the  
20 recovery and enforcement of a forfeiture under an Act of Congress.

21 5. Venue is proper pursuant to Title 28, United States Code, Section 1355(b)  
22 because acts and omissions giving rise to this forfeiture action occurred in the Southern  
23 District of California, and under Title 28, United States Code, Section 1395 because the  
24 property was found and is located in this district.

## 25 **III. PARTIES**

26 6. Plaintiff is the United States of America.

27 7. Defendant is \$269,952.56 in U.S. currency seized from Wells Fargo Bank  
28 account number ending in ##0293 on May 15, 2019 pursuant to a seizure warrant signed

1 by the Honorable Michael S. Berg. Wells Fargo Bank account number ##0293 was  
2 registered to Universal Medical Solutions, LLC. The signers on the account were Anthony  
3 Duane Bell, Sr. and Anthony Duane Bell, Jr.

4 8. Defendant is \$536,422.59 in U.S. currency seized from Wells Fargo Bank  
5 account number ending in ##0285 on April 8, 2019 pursuant to a seizure warrant signed by  
6 the Honorable Andrew G. Schopler. Wells Fargo Bank account number ##0285 was  
7 registered to Universal Medical Solutions, LLC. The signers on the account were Anthony  
8 Duane Bell, Sr. and Anthony Duane Bell, Jr.

9 9. Defendant is Real Property located at 5043 Bluff Place, El Cajon, California  
10 92020. The Real Property is owned by Anthony Duane Bell, Sr. and Tamara Sherra Bell,  
11 as joint tenants in common. The Real Property is more fully described in paragraph  
12 108 below.

#### 13 **IV. RELEVANT PARTIES**

14 10. Anthony Duane Bell, SR. (BELL SR.) was the co-owner of Universal Medical  
15 Solutions, LLC.

16 11. Anthony Duane Bell, Jr. (BELL JR.) was the co-owner of Universal Medical  
17 Solutions, LLC. BELL JR. is the son of BELL SR.

18 12. Universal Medical Solutions, LLC was a company that sold durable medical  
19 equipment (DME) and submitted claims to Medicare for reimbursement. Universal  
20 Medical Solutions has two physical locations in San Diego County—Universal Medical  
21 Solutions 1 and Universal Medical Solutions 2. According to California Secretary of State  
22 records and Medicare enrollment forms, Universal Medical Solutions, LLC was owned by  
23 BELL JR. and co-operated by BELL SR. and BELL JR.

24 13. CHS-1 was the owner of two call center companies, Chronos Strategies HLK  
25 (“Chronos”) and Pantheon Concepts HLK (“Pantheon). Chronos and Pantheon were  
26 located in the Philippines.<sup>1</sup>

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27 <sup>1</sup> During CHS-1’s period of cooperation with the government, CHS-1 was  
28 permitted to continue operating, which enabled CHS-1 to receive proceeds of hundreds

1                   **V.    OVERVIEW OF THE MEDICARE FRAUD SCHEME**

2           14.   From on or about March 26, 2017 through April 9, 2019, BELL SR. and  
3 BELL JR., through their DME company Universal Medical Solutions, LLC, conspired  
4 with CHS-1, and CHS-1's call center companies, Chronos and Pantheon, and others, to  
5 defraud Medicare. BELL SR. and BELL JR. paid illegal kickback fees to CHS-1, in  
6 exchange for CHS-1 providing customers that are Medicare beneficiaries *along with* signed  
7 "completed doctors' orders" for medically unnecessary DME. Universal Medical Solutions  
8 coordinated with a third party to ship DME to Medicare beneficiaries and submitted claims  
9 to Medicare for payment.

10          15.   A "completed doctor's order" is a prescription signed by a doctor for orthotic  
11 devices including back, knee, shoulder and wrist braces.

12          16.   As a result of this kickback scheme, between August 31, 2017 and  
13 March 5, 2019, Universal Medical Solutions transferred approximately \$967,472 in  
14 payments to Pantheon and Chronos.

15          17.   Also between March 26, 2017 and April 9, 2019, Universal Medical Solutions  
16 billed Medicare \$49,450,994.63 for claims, which resulted in Medicare making payments  
17 of \$22,295,085.67 to Universal Medical Solutions.

18          18.   The Medicare fraud scheme violates federal law in several respects: (1) the  
19 purchase of completed doctors' orders amounts to the payment of kickbacks in exchange  
20 for the referral of patients, in violation of federal anti-kickback statutes, and (2) the braces  
21 and DME supplied by the DME companies are largely medically unnecessary, and often  
22 unwanted and unused, constituting health care fraud on Medicare and other insurers.

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26 of thousands of dollars or more from DME companies for doctors' orders and back-end  
27 services. CHS-1 has pleaded guilty to one count of conspiracy in violation of 18 USC  
28 371 pursuant to a plea agreement with another federal jurisdiction. The plea agreement  
provides for a recommendation of probation from the government. CHS-1 agreed to pay  
at least \$40,000,000 in restitution.

## **THE MEDICARE PROGRAM**

19. Medicare is a federal health care benefit program that provides benefits to persons who are sixty-five years (65) years of age or older, or disabled. Medicare Part B is a medical insurance benefit that covers medically necessary physician office services, including the ordering of durable medical equipment (DME).

20. Durable medical Equipment (DME) includes arm, leg, back, and neck braces. The Medicare Benefit Policy Manual (Publication 100-2), Chapter 15, Section 130 provides the definition of “braces” as “rigid or semi-rigid devices which are used for the purpose of supporting a weak or deformed body member or restricting or elimination motion in a diseased or injured part of the body.” To qualify for payment by Medicare, a service or item must have been reasonable and necessary for the diagnosis or treatment of an illness or injury or to improve the functioning of a malformed body member.

## **TELEMEDICINE**

21. According to the Medicare Claims Processing Manual, Chapter 12, Section 190, coverage and payment for Medicare telehealth requires (a) that the beneficiary was located in a rural or health professional shortage area; (b) the services were delivered via an interactive audio and video telecommunications system; and (c) the beneficiary was at a practitioner’s office or a specified medical facility—not at a beneficiary’s home—during the telehealth consultation.

22. These Medicare regulations govern reimbursement by Medicare for telehealth consultation services. However, Medicare contractors have taken the position that the failure to comply with these requirements may undermine a showing of medical necessity when the telehealth consultation results in the ordering of DME—that is, that a telephone consultation may be insufficient to establish the need for an orthotic brace. For example, according to the Local Coverage Determination (LCD), in place nationally for services performed on or after October 1, 2015, knee braces require an examination of the patient. The LCD states that knee braces are medically necessary only where knee instability is documented by an in-person examination of the beneficiary and by object description of

1 joint laxity. Claims are expressly *not* reasonable and necessary if only pain or a subjective  
 2 description of joint instability is documented. Back braces are covered only when they are  
 3 ordered: (1) to reduce pain by restricting mobility of the trunk; (2) to facilitate healing  
 4 following an injury to the spine or related soft tissues; (3) to facilitate healing following a  
 5 surgical procedure on the spine or related soft tissue; or (4) to otherwise support weak  
 6 spinal muscles and/or a deformed spine. Shoulder, wrist, and ankle braces must be  
 7 medically necessary for diagnosis of or to treat an injury or illness.

#### 8 **PROVIDER ENROLLMENT**

9 23. By becoming a participating provider in Medicare, enrolled providers agree  
 10 to abide by the policies and procedures, rules, and regulations governing reimbursement.  
 11 To receive Medicare funds, enrolled providers, together with their authorized agents,  
 12 employees, and contractors, are required to abide by all provisions of the Social Security  
 13 Act, the regulations promulgated under the Act, and applicable policies, procedures, rules  
 14 and regulations issued by Centers for Medicare and Medicaid Services and its authorized  
 15 agents and contractors.

### 16 **VI. FACTS**

#### 17 **CHS-1 and CHRONOS and PANTHEON**

18 24. CHS-1 was the owner of two call center companies, Chronos Strategies HLK  
 19 (“Chronos”), and Pantheon Concepts HLK (“Pantheon), which were located in  
 20 the Philippines.

21 25. CHS-1 used his call centers, Chronos and Pantheon, to generate “leads” for  
 22 various types of businesses and to offer business process outsourcing services for various  
 23 types of businesses.

24 26. A primary source of income for Chronos and Pantheon was through an illegal  
 25 kickback and healthcare fraud scheme with DME companies operating in the United States.

26 27. As part of the illegal kickback and health care fraud scheme, Chronos and  
 27 Pantheon sold “completed doctors’ orders” to DME companies.

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1        28. The illegal kickbacks Chronos and Pantheon received from the DME  
2 companies for “completed doctors’ orders” was in violation of the Anti-Kickback statute  
3 under Title 42, United States Code, Sections 1320a-7b. The Anti-Kickback statute  
4 provides that it is a felony for an entity to knowingly and willfully offer or pay any  
5 remuneration to induce a person to refer an individual for the furnishing of any item for  
6 which payment may be made under a Federal health care program.

7        29. The illegal kickback and health care fraud scheme used advertisements  
8 through television commercials, online internet advertisements, and direct mailing  
9 targeting Medicare beneficiaries.

10       30. These advertisements offered braces at little to no cost for individuals covered  
11 by Medicare. The advertisements provided individuals (and potential beneficiaries) with a  
12 toll-free call-in number. If the individual called the number provided in the advertisement,  
13 the call would be routed to CHS-1’s call center, Pantheon, located in the Philippines.

14       31. The employee at Pantheon who initially answered the call was known as a  
15 “Fronter.” The Fronter would collect the caller’s information and confirm their Medicare  
16 eligibility. Specifically, the Fronter would acquire the beneficiary’s name and other  
17 identifiers, the type of pain and/or brace the caller-beneficiary was inquiring about, and the  
18 caller’s Medicare ID number or other insurance information. While the beneficiary was  
19 still on the line, the Fronter would verify, through a third-party vendor, the beneficiary’s  
20 health insurance information.

21       32. The Fronter would also “brand” the call. The “branding process” involved  
22 the use of an algorithm that would assign the caller beneficiary to a specific DME company.  
23 The algorithm was based on a number of factors, including but not limited to: location of  
24 the beneficiary, type of Medicare coverage (such as Medicare Advantage, etc.), type of  
25 brace, and the DME’s escrow balance. The Fronter would then transfer the caller  
26 beneficiary to what was known as a “Chaser.”

27       33. The Chaser would then answer the call with the Beneficiary and represent that  
28 the Chaser was an employee of the “branded” DME company. For example, if the



1 beneficiary was branded for Universal Medical Solutions, LLC, the Chaser, a Pantheon  
2 employee, would answer the call and misrepresent that the Chaser was an employee of  
3 Universal Medical Solutions, LLC.

4 34. The Chaser would use a script and attempt to “upsell” and induce the  
5 beneficiary into requesting additional braces as those braces would be covered by  
6 insurance.

7 35. For example, CHS-1 schemed to “upsell” more braces to beneficiaries through  
8 what was known as the “Iron Man Kit.” The “Iron Man Kit” consisted of two wrist braces,  
9 two arm/shoulder braces, two knee braces, and one back brace.

10 36. CHS-1 eventually directed employees to stop “upselling” more than three  
11 braces per beneficiary in order to avoid scrutiny from Medicare.

12 37. After determining the braces to be ordered, the Chaser would begin the  
13 process of obtaining a signed doctor’s order for the brace or braces.

14 38. To obtain the signed order, the Chaser would facilitate the completion of a  
15 doctor’s order by working with the beneficiary’s primary care physician or by connecting  
16 the beneficiary with a telemedicine doctor.

17 39. Pantheon would encourage beneficiaries to use telemedicine doctors because  
18 telemedicine doctors tend to return signed doctor’s orders more frequently than primary  
19 care physicians. If the beneficiary insisted on using their primary care physician, the  
20 Chaser would end the call with the beneficiary and attempt to obtain a signed order from  
21 the primary care physician.

22 40. If the primary care physician declined to sign the order proscribing the brace,  
23 the Chaser would call the beneficiary back and again attempt to have the beneficiary obtain  
24 a doctor’s order for braces through a telemedicine doctor.

25 41. If the beneficiary agreed to speak with a telemedicine doctor, the Chaser  
26 would, depending on the telemedicine company, either initiate a live transfer of the call to  
27 a telemedicine representative or end the call and pass the beneficiary’s information to the  
28 telemedicine company.



**CHS-1 Conspires With BELL SR. And BELL JR.**

42. CHS-1 met BELL SR. at a trade show in or about 2015.

43. At that time, CHS-1 was the owner of Pantheon and Chronos. BELL SR. and CHARLES BURRUSS were co-operators of a DME company, PA Healthcare.

44. Starting in 2016, BELL SR. and BURRUSS consistently purchased completed doctors' orders from CHS-1.

45. In 2016, BELL SR. and his son, BELL JR. opened a DME company, Universal Medical Solutions, LLC. BELL SR. and BELL JR. were the co-owners and operators of Universal Medical Solutions, LLC.

46. CHS-1, via Chronos and Pantheon, agreed to terms with BELL SR. and BELL JR., via Universal Medical Solutions, and executed "Marketing" and "Business Process Outsourcing" ("BPO") agreements.

47. These Marketing and BPO agreements did not reflect the actual per product pricing structure used by Chronos, Pantheon, and Universal Medical Solutions. The Marketing and BPO agreements were instead executed to "paper-over" and hide the illegal kickback arrangements.

48. The actual pricing structure scheme operated as follows:

a. Universal Medical Solutions would request a certain number of products for a specific time period. For example, Universal Medical Solutions may request 700 products per month.

b. Universal Medical Solutions would then pay up-front with a deposit to Chronos and Pantheon for the total cost of those products. For this example, if Universal Medical Solutions ordered 700 products per month at a price of \$280 per product then Universal Medical Solutions would pay a total of price of \$196,000 (700 products x \$280 per product = \$196,000).

c. This payment amount (\$196,000 for example) from Universal Medical Solutions to Chronos and Pantheon would then be credited by Chronos/Pantheon in a type of escrow account.

1           49. As Chronos and Pantheon received calls from potential beneficiaries,  
2 Medicare beneficiaries would be “branded” to Universal Medical Solutions (and other  
3 DME companies), based, in part, on the balance credited to the escrow account for  
4 payments made by Universal Medical Solutions to Chronos and Pantheon.

5           50. If Chronos and Pantheon obtained a signed doctor’s order, Chronos/Pantheon  
6 would deduct \$280 from the escrow account for each product prescribed by the doctor’s  
7 order. For example, if the doctor’s order prescribed a knee and a neck brace, Universal  
8 Medical Solutions’ escrow account would be charged \$560 (2 products x \$280 = \$560).

9           51. Once Universal Medical Solutions’ deposits in the escrow account reached a  
10 certain level, Chronos and Pantheon would generate invoices to Universal Medical  
11 Solutions. The invoices did not reflect the \$280 per product pricing structure. Instead, the  
12 invoices based the price as 75% to Marketing and 25% to Business Process Outsourcing  
13 (BPO) fees. These invoices were generated after the fact and do not accurately reflect the  
14 amount of Marketing or BPO services actually used to generate the product.

15           52. The invoices were created in order to disguise the true nature of the  
16 relationship and agreement for Universal Medical Solutions to pay up front kickback fees  
17 to Chronos and Pathenon in exchange for completed doctor’s orders that Universal Medical  
18 Solutions used to submit Medicaid claims and falsely representing that it was purchasing  
19 bona fide services.

20           53. Universal Medical Solutions paid Chronos and Pantheon \$280 per completed  
21 doctor’s order (\$280 “per product”).

22           54. Numerous Medicare beneficiaries received orthotics braces from Universal  
23 Medical Solutions 1 and 2. Numerous Medicare beneficiaries received orthotics braces  
24 through completed doctors’ order despite not having been physically examined by the  
25 prescribing physician.

26           55. If a doctor was consulted, the communication occurred over the telephone.  
27 Medicare Beneficiaries did not communicate with a doctor in person or via video

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1 conference. Many beneficiaries did not even recognize the name of the doctor who  
2 supposedly proscribed their orthotics for a completed doctor's order.

3 56. In the below examples and others, Medicare beneficiaries did not receive an  
4 examination from a doctor or even a video call from a doctor at a clinic. Rather, at most,  
5 the Medicare beneficiaries only communicated a subjective reporting of pain to doctors  
6 over the telephone. This practice is insufficient to establish "necessity" under Medicare  
7 rules and regulations.

8 57. For example, Medicare beneficiary R.S. called a number that he saw on a  
9 television commercial advertising back braces. R.S. called the number and provided his  
10 contact information to the representative. R.S. was told that a doctor would call back. The  
11 next day R.S. received a call from a doctor—that R.S. did not know—who asked if R.S.  
12 had back problems. The doctor further told R.S. that R.S. was also eligible to receive a  
13 knee brace. R.S. declined the knee brace but did submit his Medicare information to the  
14 doctor for the back brace. Approximately three or four weeks later a back brace was  
15 delivered by mail to R.S.' residence. R.S. did not know whether the knee brace was shipped  
16 as well. R.S. tried the back brace but it did not alleviate his symptoms.

17 58. Medicare claims data shows that on December 20, 2017, Universal Medical  
18 Solutions 1 submitted a claim in the amount of \$3,793.28 for a back brace, left knee brace,  
19 and lower extremity left suspension sleeve for R.S. Medicare paid \$1,492.65 to Universal  
20 Medical Solutions 1 for these items.

21 59. In another example, Medicare beneficiary D.J. filled out an online  
22 questionnaire where D.J. disclosed that he had knee and back pain. After completing the  
23 survey D.J. began receiving telephone calls from a company. D.J. does not recall the name  
24 of the company. During one of the telephone calls D.J. requested the largest back brace  
25 available. D.J. does not recall whether he spoke with a doctor during the call. D.J. received  
26 the back brace from Universal Medical Solutions. The back brace did not fit D.J. so he  
27 called Universal Medical Solutions to request a new back brace in a different size.  
28 Universal Medical Solutions told D.J. to donate the back brace to church and that a new

1 back brace would be shipped to D.J. D.J. never received the new back brace. D.J.'s primary  
2 physician has never prescribed medical braces for D.J.

3 60. Medicare claims data shows that on August 29, 2018, Universal Medical  
4 Solutions 2 submitted a claim in the amount of \$5,071.23 for a back brace, right knee brace,  
5 left knee brace and a left lower extremity suspension sleeve for D.J. Medicare paid  
6 \$2,414.33 to Universal Medical Solutions 2 for these items.

7 61. In another example, Medicare beneficiary C.M. met an individual outside of  
8 St. Vincent's Hospital in San Diego, who asked C.M. if he had a Medicare card and advised  
9 C.M. that if he was a Medicare beneficiary that he could receive braces. C.M. stated that  
10 he was interested in braces for his shoulder, back and right knee and gave the individual  
11 his Medicare and Medi-Cal information. Soon thereafter C.M. received two telephone calls  
12 regarding the braces. One of the telephone calls was from a doctor who asked about C.M.'s  
13 pain. The doctor did not examine C.M. C.M. later received a shipment via UPS of the  
14 braces and a sleeve.

15 62. Medicare claims data shows that on August 29, 2018, Universal Medical  
16 Solutions 2 submitted a claim in the amount of \$4,280.40 for a back brace, right knee brace,  
17 left knee brace and a left lower extremity suspension sleeve for C.M. Medicare paid  
18 \$2,341.16 to Universal Medical Solutions 2 for these items.

19 63. In a similar example, Medicare beneficiary M.N. was approached by an  
20 individual outside of St. Vincent's Hospital in San Diego, who offered M.N. medical  
21 braces. M.N. told the individual that M.N. did not want to get involved with anything illegal.  
22 M.N.'s provided his/her information to the individual and requested back, knee, and should  
23 braces. M.N. later told his/her primary care doctor about the braces. M.N.'s primary care  
24 doctor told M.N. that a back brace is the worst thing to treat M.N.'s scoliosis. M.N. never  
25 received the braces he/she requested.

26 64. Medicare claims data shows that on August 29, 2018, Universal Medical  
27 Solutions 2 submitted a claim in the amount of \$4,280.40 for a back brace, a right  
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1 suspension sleeve, a left knee brace, and a right shoulder brace for M.N. Medicare paid  
2 \$2,341.16 to Universal Medical Solutions 2 for these items.

3 65. In another example, Medicare beneficiary C.M.M. spoke on the telephone  
4 with an individual who told C.M.M. that a doctor would be getting on the call as well.  
5 C.M.M. told the doctor that he/she had back pain. After the call, C.M.M received boxes  
6 containing a variety of braces. C.M.M returned the variety of braces to the company and  
7 did not wear the back brace.

8 66. Medicare claims data shows that on July 7, 2018, Universal Medical Solutions  
9 1 submitted a claim in the amount of \$3,703.43 for a back brace, right compression sleeve,  
10 right knee brace, and left knee brace for C.M.M. shoulder braces for C.M.M. Medicare  
11 paid \$2,419.33 to Universal Medical Solutions 2 for these items.

12 67. In another example, Medicare beneficiary S.D. saw a television commercial  
13 advertising braces for Medicare patients. S.D. called to inquire about the braces. S.D. later  
14 received a box of braces with a return shipping label address of Prospect Street, Santee,  
15 California. Neither of S.D.'s primary care physicians ordered any medical braces for S.D.

16 68. Medicare claims data shows that on April 4, 2019, Universal Medical  
17 Solutions 2 submitted a claim in the amount of \$3,478.55 for a back brace, right knee brace,  
18 right compression sleeve and a right shoulder/wrist brace for S.D. Medicare paid \$2,395.03  
19 to Universal Medical Solutions 2 for these items.

20 69. In September 2018, the Centers for Medicare and Medicaid Services (CMS),  
21 partially suspended Universal Medical Solutions after a review of a sample of 40 claims  
22 for back braces, based upon a finding that Universal Medicare had billed Medicare for  
23 medically unnecessary orthotics devices.

24 70. Kickback Payment Figures: As a result of this kickback scheme, between  
25 August 31, 2017 and March 5, 2019, bank accounts held in the name of Universal Medical  
26 Solutions transferred approximately \$967,472.00 in payments to Pantheon and Chronos.

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71. Claims Billed to Medicare: According to Medicare data, between March 26, 2017 and April 9, 2019, Universal Medical Solutions LLC billed Federal Health Care Programs for claims for approximately \$49,450,994.

72. Payments Received from Medicare: According to Medicare data, between March 26, 2017 and April 9, 2019, Universal Medical Solutions LLC received payment of approximately \$22,295,085.67 for these claims.

73. Wells Fargo Bank account number ##0285 and Wells Fargo Bank account number ##0293 were two of the accounts used by Universal Medical Solutions to receive deposits of \$22,295,085.67 from Federal Health Care Programs for claims.

**BELL SR. AND BELL JR. ALSO USED OTHER MARKETERS FOR  
DOCTORS' ORDERS**

74. In addition to Pantheon and Chronos, between August 31, 2017 and April 4, 2019, BELL SR. and BELL JR., through Universal Medical Solutions, paid the below amounts to the following "marketers" who created, sold, and/or conveyed completed doctors' orders to DME companies in violation of federal anti-kickback laws and other federal law:<sup>2</sup>

MARKETING COMPANY	PAYMENTS BY UNIVERSAL MEDICAL SOLUTIONS TO MARKETING COMPANIES
Chronos Strategies HLK	\$672,000.00
Pantheon Concepts HLK	\$295,472.00
Marketing Company #1	\$4,521,000.00
Marketing Company #2	\$2,412,500.00
Marketing Company #3	\$320,405.00
Marketing Company #4	\$678,720.00

<sup>2</sup> Some of these marketing companies are currently under investigation, so their names are not disclosed here.

1	Marketing Company #5	\$50,000.00
2	Marketing Company #6	\$1,200,000.00
3	Marketing Company #7	\$1,254,100.00
4	Marketing Company #8	\$100,000.00
5	Marketing Company #9	\$56,250.00
6	Marketing Company #10	\$166,000.00

75. Altogether, Universal Medical Solutions made payments of approximately \$11,726,447 to the above marketing companies. Wells Fargo Bank account number ##0285 and Wells Fargo Bank account number ## 0293 were two of the accounts used by Universal Medical Solutions to make these payments.

**WELLS FARGO BANK ACCOUNT NUMBER ##0293**

76. Defendant is \$269,952.56 in U.S. currency seized from Wells Fargo Bank account number ##0293 on May 15, 2019 pursuant to a seizure warrant signed by the Honorable Michael S. Berg.

77. Wells Fargo Bank account number ##0293 was held in the name of Universal Medical Solutions, LLC. The signers on the account are BELL SR. AND BELL JR.

78. The funds deposited into Wells Fargo Bank account number ##0293 predominantly originate from Medicare.

79. Between November 14, 2018 and November 14, 2019, Medicare deposited over \$536,422.59 into Wells Fargo Bank account number ##0293.

80. Wells Fargo Bank account number ##0293 was utilized to facilitate promotional money laundering. Approximately \$2,586,800 of proceeds deposited into the account were used to further the fraud, through the purchase of completed doctors' orders from five marketing companies.

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**WELLS FARGO BANK ACCOUNT NUMBER ##0285**

81. Defendant is \$536,422.59 in U.S. currency seized from Wells Fargo Bank account number ##0285 on April 8, 2019 pursuant to a seizure warrant signed by the Honorable Andrew G. Schopler.

82. Wells Fargo Bank account number ##0285 was held in the name of Universal Medical Solutions, LLC. The signers on the account are BELL SR. and BELL JR.

83. The funds deposited into Wells Fargo Bank account number ##0285 predominantly originate from Medicare.

84. Between November 14, 2018 and November 14, 2019, Medicare deposited over \$536,422.59 into Wells Fargo Bank account number ##0285.

85. Wells Fargo Bank account number ##0285 was utilized to facilitate promotional money laundering. Approximately \$3,110,000 of proceeds deposited into the account were used to further the fraud through the purchase of completed doctors' orders from five marketing companies.

**REAL PROPERTY PURCHASED WITH FORFEITABLE PROCEEDS**

86. The Defendant Real Property located at 5034 Bluff Place, El Cajon, California 92020, is owned by BELL SR. and Tamara Sherra Bell.

87. The Defendant Real Property was purchased with funds from Wells Fargo Bank account number ending in ##0335. Wells Fargo Bank account number ##0335 was held in the name of Pharmafind Inc. The sole signer on the account was BELL SR.

88. The funds deposited into Wells Fargo Bank account number ##0335 predominantly originate from funds transfers made from Medicare to other DME companies associated with Bell SR. and Bell JR.

89. On January 24, 2019, \$72,000 was wired from Wells Fargo Bank account number ##0335 to Great Pacific Escrow for the purchase of the Defendant Real Property.

90. On March 5, 2019, \$477,531 was wired from Wells Fargo Bank account number ##0335 to Great Pacific Escrow for the purchase of the Defendant Real Property.

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1           91. The total amount of funds wired on January 4, 2019 and March 5, 2019 from  
2 Wells Fargo Bank account number ##0335 to Great Pacific Escrow for the purchase of the  
3 Defendant Real Property was \$549,531.

4           92. Funds from Wells Fargo Bank account number ##0293: Between the date of  
5 the ##0335 account opening on September 13, 2018 and March 5, 2019, Wells Fargo Bank  
6 account number ##0293 (referenced in paragraphs above) deposited approximately  
7 \$718,750.00 into Wells Fargo Bank account number ##0335.

8           93. Funds from Wells Fargo Bank account number ##0285: Between the date of  
9 the ##0335 account opening on September 13, 2018 and March 5, 2019, Wells Fargo Bank  
10 account number ##0285 (referenced in paragraphs above) deposited approximately  
11 \$400,000.00 into Wells Fargo Bank account number ##0335.

12           94. Total funds from Wells Fargo Bank Account number ##0293 and ##0285:  
13 Between the date of the ##0335 account opening on September 13, 2018 and March 5,  
14 2019, Wells Fargo Bank account number ##0293 and Wells Fargo Bank account  
15 number ##0285 deposited approximately \$1,118,750.00 into Wells Fargo Bank account  
16 number ##0335.

17           95. Funds from Universal Medical Solutions: Between the date of the ##0335  
18 account opening on September 13, 2018 and March 5, 2019, Universal Medical Solutions  
19 deposited approximately \$15,609.70 into Wells Fargo Bank account number ##0335.

20           96. Funds from PA Healthcare: Between the date of the ##0335 account opening  
21 on September 13, 2018 and March 5, 2019, PA Healthcare deposited approximately  
22 \$186,000 into Wells Fargo Bank account number ##0335. PA Healthcare was a DME  
23 company co-operated by BURRUSS and BELL SR.

24           97. Funds from Crown Medical: Between the date of the ##0335 account opening  
25 on September 13, 2018 and March 5, 2019, Crown Medical deposited approximately  
26 \$20,000 into Wells Fargo Bank account number ##0335. Crown Medical was a San Diego  
27 DME company owned by Michelle King and operated by Michelle King and her husband  
28 Philanzo King. FBI Agents know the Kings to be friends of BELL SR.



102. The Defendant is also subject to forfeiture under Title 18, United States Code, Section 981(a)(1)(A) as any property, real or personal, involved in a transaction or attempted transaction in violation of Title 18, United States Code, Section 1956, or Title 18, United States Code, Section 1957.

## COUNT 2

### **Defendant \$536,422.59 in U.S. Currency Seized From Wells Fargo Bank Acct. #0285**

103. The United States incorporates by reference the allegations in paragraphs one (1) through ninety-eight (98) above as though fully set forth herein.

104. The Defendant is \$536,422.59 in U.S. currency seized from Wells Fargo Bank account number ending in ##0285 is property that constitutes or is derived from proceeds traceable to the below violations and is therefore, subject to forfeiture to the United States in accordance with Title 18, United States Code, Section (a)(1)(C) and Title 18, United States Code, Section 981(a)(1)(A).

105. The Defendant constitutes forfeitable proceeds under Title 18, United States Code, Section 981(a)(1)(C), as any property, real or personal, which constitutes or are derived, from proceeds traceable to Defendants' violations of Title 18, United States Code, Section 1349 (Conspiracy to Commit Wire/Mail Fraud and Health Care Fraud); and Title 18, United States Code, Section 1347 (Health Care Fraud); and Title 42, United States Code, Section 1320-7b(b)(2)(A) (Anti-Kickback Statute); and Title 18, United States Code, Section 1956 (Laundering Monetary Instruments); and Title 18, United States Code, Section 1957 (Transacting in Criminal Proceeds); or any violation of any offense constituting a "specified unlawful activity" as defined in Title 18, United States Code, Section 1956(c)(7), or a conspiracy to commit such offense.

106. The Defendant is also subject to forfeiture under Title 18, United States Code, Section 981(a)(1)(A) as any property, real or personal, involved in a transaction or attempted transaction for Defendants' violations of Title 18, United States Code, Section 1956 and Title 18, United States Code, Section 1957.

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**COUNT 3**

**Defendant Real Property Located at 5034 Bluff Pl, El Cajon, CA 92020**

107. The United States incorporates by reference the allegations in paragraphs one (1) through ninety-eight (98) above as though fully set forth herein.

108. The Defendant Real Property is located at 5034 Bluff Pl El Cajon, CA 92020, more particularly described as:

APN: 493-400-57-00

**PARCEL A:**

PARCEL 4 OF PARCEL MAP NO. 1155, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 14, 1972, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, BEING A PORTION OF TRACT "A" OF RANCHO EL CAJON, AND BEING IN SECTION 14, TOWNSHIP 16 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

**PARCEL B:**

AN EASEMENT AND RIGHT OF WAY FOR GENERAL ROAD PURPOSES OVER THE SOUTH 20 FEET OF THE FOLLOWING DESCRIBED LAND:

THAT PORTION OF LOT "A" OF THE RANCHO EL CAJON, BEING ALSO A PORTION OF SECTION 14, TOWNSHIP 16 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 14, DISTANT THEREON SOUTH 89° 17' EAST, 653 FEET FROM THE QUARTER CORNER OF THAT SAID SOUTH LINE OF SAID SECTION 14; THENCE SOUTH 89° 17' EAST ALONG THE SAID SOUTH LINE OF SAID SECTION 14, 210 FEET; THENCE NORTH 0° 06' WEST PARALLEL WITH THAT LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14, 550 FEET TO THE SOUTHEAST CORNER OF THE LAND CONVEYED TO ROBERT LIVESEY AND LETHA M. LIVESEY, BY DEED DATED MARCH 1, 1927, RECORDED IN BOOK 1340, PAGE 124 OF DEEDS, RECORDS OF SAN DIEGO COUNTY; THENCE NORTH

89° 17' WEST ALONG THE SOUTH LINE OF THE LAND SO  
CONVEYED TO SAID LIVESEY, 210 FEET TO THE SOUTHWEST  
COMER OF SAID LIVESEYS' LAND; THENCE SOUTH 0° 06' EAST, 550  
FEET TO THE POINT OF BEGINNING.

PARCEL C:

AN EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS  
OVER THE WEST 30 FEET OF LOT 35 OF HORIZON HILLS ESTATES  
UNIT NO. 1, IN THE COUNTY OF SAN DIEGO STATE OF  
CALIFORNIA, ACCORDING TO MAP THEREOF NO. 3658, FILED IN  
THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY,  
JUNE 5, 1957.

109. The Defendant Real Property is property that constitutes or is derived from  
proceeds traceable to the below violations and is therefore, subject to forfeiture to the  
United States in accordance with Title 18, United States Code, Section (a)(1)(C) and  
Title 18, United States Code, Section 981(a)(1)(A).

110. The Defendant Real Property constitutes forfeitable proceeds under Title 18,  
United States Code, Section 981(a)(1)(C), as any property, real or personal, which  
constitutes or are derived, from proceeds traceable to Defendants' violations of Title 18,  
United States Code, Section 1349 (Conspiracy to Commit Wire/Mail Fraud and Health  
Care Fraud); and Title 18, United States Code, Section 1347 (Health Care Fraud); and  
Title 42, United States Code, Section 1320-7b(b)(2)(A) (Anti-Kickback Statute); and  
Title 18, United States Code, Section 1956 (Laundering Monetary Instruments); and  
Title 18, United States Code, Section 1957 (Transacting in Criminal Proceeds); or any  
violation of any offense constituting a "specified unlawful activity" as defined in Title 18,  
United States Code, Section 1956(c)(7), or a conspiracy to commit such offense.

111. The Defendant Real Property is also subject to forfeiture under Title 18,  
United States Code, Section 981(a)(1)(A) as any property, real or personal, involved in a  
transaction or attempted transaction for Defendants' violations of Title 18, United States  
Code, Section 1956 and Title 18, United States Code, Section 1957.

//



112. The Defendant Real Property was purchased on January 31, 2019, with forfeitable fraud proceeds and involved in money laundering transactions.

113. The Defendant Real Property is owned by ANTHONY DUANE BELL SR. and TAMARA SHERRA BELL, husband and wife, as joint tenants. The Defendant Real Property has not been seized but is located within the jurisdiction of the Court. The United States does not request authority from the Court to seize the Defendant Real Property at this time. The United States will, as provided by Title 18, United States code, Section 985(b)(1) and (c)(1), and Supplemental Rule G(4):

a. post notice of this action and a copy of the Complaint on the Defendant Real property; and

b. serve notice of this action on the Defendant Real Property owner(s), and any other person or entity who may claim an interest in the Defendant Real Property, along with a copy of this Complaint; and

c. file a *lis pendens* in county records of the Defendant Real Property's status as a Defendant in this *in rem* action; and

d. publish notice of action as required by statute and applicable rules.

**WHEREFORE**, the United States prays that due process issue to enforce the forfeiture of the Defendants and that due notice be given to all interested parties to appear and show cause why said forfeiture should not be declared, that the Defendants be condemned as forfeited to the United States to be disposed of according to law, and for such other relief as this Court may deem just and proper.

DATED: November 13, 2019

Respectfully submitted,

ROBERT S. BREWER, JR.  
United States Attorney

s/David J. Rawls  
DAVID J. RAWLS  
Assistant United States Attorney  
Attorneys for the United States



## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

**I. (a) PLAINTIFFS**

United States of America

(b) County of Residence of First Listed Plaintiff \_\_\_\_\_  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

AUSA David J. Rawls, Phone: (619) 546-7966

USAO, 880 Front Street, Room 6293, San Diego, CA 92101-8893

**DEFENDANTS**

\$269,952.56 from Wells Fargo Bank Account Number ##0293, et al.

County of Residence of First Listed Defendant \_\_\_\_\_  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE  
LAND INVOLVED.

Attorneys (If Known)

**'19CV2171 BEN MDD****II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☐ 3 Federal Question (U.S. Government Not a Party)  
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |  | PTF                        | DEF                        |
|---|----------------------------|----------------------------|--|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated <i>or</i> Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated <i>and</i> Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation   | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input checked="" type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

**V. ORIGIN**

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding  
☐ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from another district (specify)  
☐ 6 Multidistrict Litigation  
☐ 7 Appeal to District Judge from Magistrate Judgment

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
**18 U.S.C. Section 981(a)(1)(C)**

Brief description of cause:  
**Health Care Fraud**

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

11/13/2019

s/ David J. Rawls

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

**VERIFICATION**

I, Melissa Plowman, state and declare as follows:

1. I am a Special Agent with the Federal Bureau of Investigation, and am one of the federal law enforcement officers involved in this investigation.

2. I have read the foregoing Complaint For Forfeiture and know its contents.

3. The facts set forth in the Complaint For Forfeiture are based upon my own knowledge or were facts furnished to me by other United States federal, state, or local law enforcement personnel, civilian witnesses, or other official Government sources.

Based on this information, I believe the allegations in the Complaint For Forfeiture to be true.

I declare under penalty of perjury that the foregoing is true and correct, to the best of my knowledge and belief.

Executed on November 13, 2019.

  
MELISSA PLOWMAN, SPECIAL AGENT  
FEDERAL BUREAU OF INVESTIGATION